

# EVENING BULLETIN

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Wallace R. Farrington, Editor

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Try to put well in practice what you already know; in so doing you will, in good time, discover the hidden things which you now inquire about.—Rembrandt.

## THAT TELEPHONE AGREEMENT.

Citizens of Honolulu don't really care whether Supervisor Bill Aylett said there were 13,000 feet in a mile or not.

Their single desire is that the telephone company shall lay its conduits according to proper regulations, and that the city shall secure the most favorable terms for carrying its own wires for the fire and police service.

Supervisor Aylett is therefore speaking very much to the point when he says that he believes the people should know the full text of the agreement he was supposed to sign and which would bind the city of Honolulu for twenty-seven years.

As further proof that Mr. Aylett is correct in his conclusion that full publicity should be given this agreement, we find that the merchants of the city have, during the last twenty-four hours, requested that the telephone company directors and the city supervisors give them a hearing. The purpose of this hearing is not so much to tell the corporation or the supervisors what should be done, as it is to enable the business men of Honolulu to get all the facts of what is intended to be done. They would have both sides.

As the first step for complete information, we commend voters of this city to a perusal of the proposed agreement published in this issue of the Bulletin through the courtesy of Supervisor Aylett.

Whether Mr. Aylett's criticism of this agreement is justified or not, this paper is not in a position to speak, as the copy of the document was brought into the office at a late hour in the forenoon, but we are quite certain that a desire for all the details of and thoroughly understand this important contract would be sufficient cause for withholding action on it till a later session of the Board of Supervisors.

Agreements sometimes mean what appears on the face, and sometimes they don't. It has happened that more complete discussion has brought out points for mutual benefit that had not occurred to either the people or the municipal officials. An instance in point occurred in the recent conference over the Organic Act amendments. Although the amendments had been threshed over for the better part of a year, one man brought in a suggestion as to land administration that had never been mentioned previously, and the point was very important.

Unselfish citizens of Honolulu have no reason to go up in the air with excitement over the telephone agreement.

It is far better to spend twenty-seven days in getting the agreement right and eliminating it from political campaigns than to close it up quickly and then devote the twenty-seven years the telephone franchise has to run to regretting the acts of public officers.

Honolulu citizens have no desire to cinch the telephone company. At the same time there is no reason why the city of Honolulu should be put in the position of possibly paying more for carrying its wires through the streets than is necessary.

If George R. Carter were to be the manager and director of the company for the full twenty-seven years of the company's charter, the city might be safe in signing most any sort of a contract and trusting to Carter to "make it right" if any snags developed.

But Mr. Carter and his associates may want a change of climate or work before twenty-seven years have elapsed. Supervisor Bill Aylett or some of his friends might be running the telephone company, and then what would the organ of the attorney for the company do if the agreement were not exactly right from the standpoint of the public?

The Bulletin believes that

this telephone business can be worked out so that the city and the company will have a perfectly fair deal, and one that will be good for twenty-seven years.

But it can't be done by bulldozing and bluff. This is a business proposition for the city, as well as the company. The city supervisors are responsible to the people, and the election is next year.

## THE HAWAIIAN HATERS.

It is an old saying of the revolutionary days in Hawaii that you "get a Hawaiian full and he'll talk as he really thinks."

It is equally true of the organ of the attorney for the telephone company that you get that outfit a little riled and you bring into the limelight the most fiercely prejudiced gang of "kanaka haters" that is to be found in the Territory.

In the matter of the telephone agreement, the intelligence or lack of intelligence of Bill Aylett is made the special target for the spew of the needlessly enraged organ.

It wasn't Bill Aylett's vote that defeated the beloved agreement. Poor Supervisor Bill committed the unpardonable sin of saying that there might be less than 13,000 feet in a mile of the telephone company's conduits, or some remark equally calaverous of the good order and public peace. For this he is charged with having disgraced the Hawaiian race, and the organ of the attorney has rung in the fire alarm for all good white men to come to the aid of the party and run Bill out. Perhaps Bill won't go. More than likely Bill will gain votes from the attack from such a source.

The telephone agreement was defeated by the votes of Supervisor Aylett, Supervisor Ahia, Supervisor Cox, Supervisor Kane and Supervisor McClellan.

There were four votes against the measure, leaving 13,000-foot-Bill out of it entirely.

Consequently the tirade against Aylett is merely the expression of the well-known aversion, approaching a hatred, that the volunteer or paid organ of the telephone company has for the Hawaiian. The incident is merely one of many of the same kind from the same source.

No attempt has been made by the organ to deal with the merits of the telephone agreement. It hasn't had time to give the public the text of the agreement. It has simply gone up in the air and decried Bill Aylett, taken a whack at one more Hawaiian and considered its duty done.

That is not the way to settle the problems of the City and County of Honolulu.

Victories for intelligent government cannot be won in that style.

## ATCHERLEY CASE THROWN OUT BY GRAND JURY.

(Continued from Page 1)

Honolulu, the Commissioners of Insanity and others, relative to Dr. John Atcherley and do not deem it necessary to investigate such charges, having full confidence that the officers charged have faithfully performed their duties in the matter. We do not feel that any grounds whatever exist warranting the charges made.

Respectfully submitted,

JAMES D. McINERNEY,

Foreman of the Grand Jury.

The Grand Jury reported at 10 o'clock, and Judge De Bolt then dealt with the status of the "case of Dr. John Atcherley" before the inquisitors in the following terms:

"Gentlemen of the Jury: Dr. John Atcherley and his wife, Mary Atcherley, claim, as I am informed, that he, the doctor, has been arrested, tried, committed to, and is now being held in the insane asylum in this city as an insane person, in pursuance of an unlawful conspiracy existing between the following named persons, that is to say, E. A. Mott-Smith, Secretary of the Territory and President of the Board of Health; C. R. Wendenway, Attorney-General; Hector A. Doyle, Deputy High Sheriff; John W. Cathcart, City and County Attorney; Frank Andrade, District Magistrate of Ho-

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Honolulu; W. P. Jarrett, Sheriff of the City and County of Honolulu; Dr. N. B. Emerson, Dr. McV. McCall, Dr. A. N. Sinclair, Dr. V. E. Collins, Dr. C. A. Peterson, Dr. J. T. Wayson, Dr. J. R. Judd, Dr. W. L. Moore and Alexander Lindsay, Jr. The last three named persons constitute the board known as Commissioners of Insanity.

You may, gentlemen, if you deem it proper, inquire into this matter; and, owing to the fact that the Attorney-General and his deputies, as well as the City and County Attorney and his deputies, are disqualified and cannot appear before you in their respective official capacities, the examination of the witnesses appearing before you must necessarily be conducted by your own foreman or by some other member of the Grand Jury.

It would be improper for you to permit either Dr. Atcherley or Mrs. Atcherley, or any one on their behalf, either as attorney or prosecutor, to appear before you to examine witnesses or in any capacity other than that of witness.

You will permit only one witness to appear before you at a time, and it will be your duty to require all witnesses to give their testimony free from argument or comment. It is your province to bear testimony only, and not argument.

My general instructions heretofore given you with regard to the appearance of witnesses before you, the administration of the oath to and examination of them, apply in this matter.

The members of the Territorial Grand Jury listened to Judge De Bolt's remarks with interest, and appeared stunned at the names of those mentioned as being "alleged" members of the conspiracy.

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FOR SALE AT ALL BOOK STORES

## ATLETT MAKES PUBLIC TELEPHONE AGREEMENT

(Continued from Page 1)  
and the public gets off anywhere the telephone company says.

"This agreement has never been published. The people don't know what it is, so I wish the Bulletin would give it publicity. The underlined portions and that part in parenthesis are what I wish to have given special attention."

Editor Evening Bulletin:—In justice to myself and the Supervisors who voted against the adoption of the proposed agreement with the Mutual Telephone Company, permit me a sufficient space in your valuable columns so that the people of the City and County of Honolulu may read and satisfy themselves with my reasons for voting No on the proposition. I also request that the accompanying copy of said agreement be published in full.

I have underlined the particular clauses in the agreement, which in my opinion will deprive the people of their rights and privileges.

Very truly yours,  
R. W. ATLETT,  
A Supervisor.

Honolulu, T. H., Oct. 21, 1909.

This agreement made and entered into this .... day of October, 1909, by and between the Mutual Telephone Company, Limited, an Hawaiian corporation, hereinafter called the "Company," party of the first part, and the City and County of Honolulu, hereinafter called the "City and County," party of the second part,

### WITNESSETH:

Whereas, the Company is about to construct and install an underground conduit system under the thoroughfares and sidewalks of the City and County, as a part of its whole system, and is also reconstructing and is about to further reconstruct a part of its pole and overhead system, requiring the shifting, removing, changing and replacing of a number of the Company's poles throughout the public thoroughfares and sidewalks in the City and County and has presented to the Board of Supervisors of said City and County a plan of the underground system district, which has been approved by the Board and also by the Superintendent of Public Works, and

Whereas, the Company may in the future desire to extend its underground system or change the location of its poles; and

Whereas, the City and County is desirous of obtaining a duct or single conduit in the said underground system for the use of its fire alarm and telegraph system, and also its police telegraph system, thereby greatly improving the service and decreasing the cost of maintaining and repairing of said police, fire alarm and telegraph system; and

Whereas, the Company is willing to permit the City and County to have laid in the trenches dug by it a duct and the free use of its manholes and to furnish a duct to the City and County for less than the whole cost of the construction and installation thereof upon the express

conditions and terms, however, hereinafter set forth; and

Whereas, the City and County in consideration of the premises is willing and is agreeable that no inspection or regulation fees or charges for or incident to the openings in or disturbance of the thoroughfares and sidewalks by the Company, or other fees or charges for the inspection or regulation of the Company's system shall be exacted or charged or collected of the Company by the City and County;

Now therefore, this indenture witnesseth, that the Company, in consideration of the premises and the sum of one dollar to be paid by the City and County, the receipt whereof is hereby acknowledged, does hereby covenant and agree to and with the said City and County that it the Company will at the same time that the Company is installing ducts for its own use, and not otherwise, construct and install for said City and County for the use only of its police fire alarm and telegraph systems, one 3-inch fibre duct or conduit in the underground system of the company now about to be constructed according to the plans hereto annexed, for a distance of not to exceed (less than) 13,000 lineal feet, provided however, and on the condition that the City and County, through the City and County's engineer, shall specifically and definitely designate and locate upon an intelligible plan that portion or portions of the trench or trenches to be dug by the Company, in which the duct so to be furnished for the City and County is to be laid, said plan to be delivered to the Company's engineer not later than October 16, 1909. The said City and County shall also have the use for the balance of the unexpired term of all the life of the Company's charter of one duct in that portion of the underground system being heretofore laid and now in use at the date of these presents; and for the installation of said duct and the use for said term of said duct already laid the said City and County shall pay to the Company the sum of fifteen cents (15c) per duct foot, payment to be made by the City and County for the duct already laid and to be laid within sixty (60) days after the completion of the installation of the duct so to be installed, according to measurements made by the engineers of both the Company and the City and County. It being understood and agreed that the duct to be installed and used by the City and County shall be known and designated as Duct No. 1, and to be described as follows: With a person standing with his back to the Company's new office, starting at the upper left hand corner and counting from left to right of the whole conduit as now contemplated to be laid or as the same may appear in the manholes of the company, shall be Duct No. 1, and shall be the duct provided for the City and County's said use, and the cost of maintenance and repair of the said City and County's duct in the position in which it is once laid, shall be borne entirely by the Company during the remainder of the life of its charter, being for the term of twenty-seven (27) years.

And the Company further covenants and agrees with the City and County that in consideration of the premises, the Company shall give to the City and County free access to its manholes as constructed, provided however, that the location of all wires and such other appliances only as the Company may see fit to permit to be placed in the manholes by the City and County shall be located under the supervision and direction of the Company, and provided further, that the agents and servants of the City and County shall not carry into or place fire or flames around or about the Company's manholes.

The Company further covenants and agrees with the City and County that if the Company at any time hereafter shall construct an extension of its present contemplated underground system, the Company will construct and install a duct in the same trench or trenches for the use of the City and County, and at the same time that the Company is installing such extension work for its own use, one duct at cost, said cost however not to include cost of maintaining and repairing the same during the balance of the life of the charter of the Company, provided however, and on condition

that the City and County shall within thirty (30) days after written notice of any extension hereafter contemplated has been given to it by the Company, notify the Company in writing of its desire to have said duct installed for its use.

The said City and County in consideration of the premises covenants and agrees with the Company as follows: That no inspection or regulation fees or charges for or incident to the opening up or disturbance of the thoroughfares or sidewalks of the City and County or placing or maintenance of poles, ducts, wires or telephone appliances in the said City and County by the Company or other fees or charges for inspection or regulation of the Company's telephone system shall be charged to, exacted of, assessed against, or collected of the Company during the remainder of the life of its charter, twenty-seven (27) years, by the said City and County, provided however, that nothing herein contained shall impair or prejudice the right of the said City and County, subject to the franchise or license of said Company, to require that the Company make application for permits to dig or disturb the thoroughfares of the City and County and the right of inspecting the same by the City and County to enforce against the Company all valid ordinances of the City and County as in the case of any other corporation or private individual, but no charges shall be made for such inspection or regulation; that it, the City and County, will pay said fifteen cents (15c) per duct foot for the installation of said duct at the time and in the manner herein set forth; that it will not carry into or place fire or flames in or around about the manholes of the Company; that wires and appliances shall be placed in the manholes only under the direction and supervision of the Company as hereinafore set forth, and that the City and County shall be liable and responsible to the Company for any loss or damage or injury to the Company's manholes, conduits, or its system, caused by or resulting from carelessness or negligence of the City and County or its agents and servants.

And the City and County further covenants and agrees with the Company that in the event that the City and County shall fail or neglect to observe or perform or shall violate any of the terms, conditions or stipulations of this agreement on its part to be observed or performed, the City and County shall forfeit its right to the use of said conduit, and the Company shall pay to the City and County the amount paid by the City and County to the Company for installing said duct, and the Company may thereupon remove the wires and cables of the City and County placed in said duct and take full and complete possession of said duct free from any and all rights of the City and County to the same.

This agreement, and every term, condition and stipulation thereof, shall be binding and obligatory upon the parties hereto and their respective successors and assigns.

In witness whereof the parties hereto have caused these presents to be duly executed the day and year first above written.

MUTUAL TELEPHONE COMPANY.

By .....

CITY AND COUNTY OF HONOLULU

By .....

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